

ROBERT A. DREXEL, ESQ.
39 Hudson Street, 4th Floor
Hackensack, NJ 07601-6902
Phone: (201) 487-6000
RAD/6514
Attorney for the Plaintiffs



In the Matter of

Mohamed A. Hussein,

Debtor.

Samir M. El-Gazzar and
Afaf A. Shalaby,

Plaintiffs,

v.

Mohamed A. Hussein
Defendant.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

CHAPTER 7

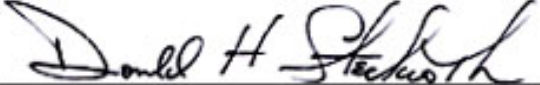
CASE NO. 08-19730 (DHS)

Adv. Proceeding No: 08-2145 (DHS)

SETTLEMENT ORDER

The relief set forth on pages numbered two (2) through five (5), is hereby approved and ORDERED:

DATED: 03/11/2010



Honorable Donald H. Steckroth
United States Bankruptcy Judge

Page 2

Debtor: Mohamed A. Hussein

Case No.: 08-19730 (DHS)

Adversary No. 08-2145 (DHS)

Caption of Order: Settlement Order

WHEREAS, on May 24, 2008 Mohamed A. Hussein ("Hussein"), the above-captioned Debtor and Defendant, filed a Chapter 7 case with this Court; and

WHEREAS on August 22, 2008, Samir M. El-Gazzar and Afaf A. Shalaby (hereafter collectively "El-Gazzar"), the above-captioned Plaintiffs, by their attorney Robert A. Drexel, Esq. commenced the within adversary proceeding by the filing of an Adversary Proceeding (the "Complaint") against Hussein seeking an order denying Hussein's discharge pursuant to §727(a)(2) of the Bankruptcy Code (the "Code"), and denying the discharge of the alleged debt due from Hussein to El-Gazzar pursuant to §523(2)(A) and §523(a)(4) of the Code; and

WHEREAS, on September 4, 2008 Hussein filed an Answer to the Complaint, and

WHEREAS, El-Gazzar and Hussein through their counsel Robert A. Drexel, Esq. (for El-Gazzar) and Chris Mills, Esq. (for Hussein) on February 4, 2010 engaged in discussions concerning the settlement of the claims raised by El-Gazzar against Hussein in the Complaint; and

WHEREAS, also present at the Court on the trial date of February 4, 2010 was Ahmed A. Soliman ("Soliman") whom, with his wife Azza I. Soliman (together, "the Solimans") are defendants in the matter of Samir A. El-Gazzar and Afaf A. Shalaby vs. Ahmed A. Soliman, Azza I. Soliman and Mohamed A. Hussein pending in the Superior Court of New Jersey, Chancery Division, Union County, Docket No.: UNN-C-93-07 (the "State Court Litigation") which matter has been stayed pending the outcome of this case, and

Page 3

Debtor: Mohamed A. Hussein

Case No.: 08-19730 (DHS)

Adversary No. 08-2145 (DHS)

Caption of Order: Settlement Order

WHEREAS, as a result of the aforesaid discussions at Court on February 4, 2010 between El-Gazzar and Hussein through their counsel and with Soliman, parties to this Adversary Proceeding and the State Court Litigation, an agreement to the terms of settlement of the claims raised by El-Gazzar in the Complaint and the State Court Litigation; and

WHEREAS, counsel to both El-Gazzar and Hussein were advised by their respective clients and by Soliman that approximately \$60,000 has been deposited to the Superior Court in the State Court Litigation awaiting disbursement pending the outcome of the State Court Litigation, and

WHEREAS, El-Gazzar, Hussein and Soliman actively participated in the settlement discussions, El-Gazzar and Hussein being parties to the Adversary Proceeding and El-Gazzar, Hussein and Soliman being parties to the State Court Litigation and all having agreed to settlement of both the Complaint and the State Court Litigation, including the release of the escrow from the State Court in full and final settlement of all claims on terms more specifically set forth herein, and the terms of settlement having been placed on the record in Court before Hon. Donald H. Steckroth on February 4, 2010 and no objection to the settlement having been placed on the record;

It is **ORDERED** as follows:

Page 4

Debtor: Mohamed A. Hussein

Case No.: 08-19730 (DHS)

Adversary No. 08-2145 (DHS)

Caption of Order: Settlement Order

1. Samir El-Gazzar and Afaf A. Shalaby hereby voluntarily dismiss their claims against Hussein in the Adversary Proceeding with prejudice, which Adversary Proceeding had sought an order denying Hussein discharge pursuant to §727(a)(4) and discharge ability pursuant §523(a)(2)(A) and §523(a)(4) of the Code.
2. The Debtor shall be granted a discharge pursuant to §727(a) of the Code.
3. El-Gazzar, plaintiff in the State Court action, in consideration for this Agreement to dismiss the discharge claims against Hussein and in further consideration of his agreement to settle the State Court Litigation against the Solimans shall receive from the State Court held escrow the sum of \$55,000, without encumbrance, in full and final settlement of all claims against Hussein and the Solimans. The balance of the escrowed funds held in the State Court shall be released to the Solimans.
4. Application for the release of the funds escrowed in the State Court shall be made by El-Gazzar's State Court counsel, Schiffman, Abraham, Kaufman and Ritter, P.C. and joined in by Robert A. Drexel, Esq.
5. The \$55,000 of funds, held in State Court and released from same for the benefit of El-Gazzar shall be made payable to Robert A. Drexel, Esq., in trust for Samir M. El-Gazzar and Afaf A. Shalaby.

Page 5

Debtor: Mohamed A. Hussein

Case No.: 08-19730 (DHS)

Adversary No. 08-2145 (DHS)

Caption of Order: Settlement Order

6. All of the terms of this Settlement Order including without limitation the dismissal of El-Gazzar's claims set out in the Complaint and in the State Court Litigation are subject to entry and approval of this Order being final and no longer subject to appeal and, further, subject to El-Gazzar's receipt of \$55,000 from the funds escrowed in the State Court Litigation.
7. This Order shall be binding upon and inure to the benefit of the Samir M. El-Gazzar, Afaf A. Shalaby, Mohamed A. Hussein, Ahmed A. Soliman and Azza I. Soliman and their respective heirs, successors, and assigns.
8. No delay or failure by any party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other rights, unless otherwise expressly provided herein.
9. This Order shall be governed by and construed in accordance with the laws of the State of New Jersey and shall be subject to the jurisdiction of this Court.
10. This Order supersedes all prior agreements and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.
11. Neither this Order nor any terms or provisions hereof may be changed, waived, discharged or terminated orally, or in a manner other than by an instrument in writing signed by the parties hereto.
12. The Bankruptcy Court shall retain jurisdiction to enforce the terms of this settlement.